


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-4180-0361		PAGE 1 OF 38	
2. CONTRACT NO. W912DR-04-P-0456		3. AWARD/EFFECTIVE DATE 11-Aug-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0094	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA J FROST				b. TELEPHONE NUMBER (No Collect Calls) 410-962-3534	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:		CODE W912DR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 237310 SIZE STANDARD: \$28.5 MILLION		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO OPS DIV SUSQUEHANNA RIVER PROJ BRIAN LINDSAY 306 RAILROAD STREET 2ND FLOOR REAR DANVILLE PA 17821-0369		CODE E1R0230		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR MANNO CONSTRUCTION JAMES J. MANNO 28 MOHAN RUN ROAD RIDGWAY PA 15853 TEL. 814-776-1310		CODE 0E0F4 FACILITY CODE 0E0F4		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$16,840.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE WRITTEN <input checked="" type="checkbox"/> OFFER DATED <u>06-Aug-2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 11-Aug-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)							PAGE 2 OF 38
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				41c. DATE		42c. DATE REC'D <i>(YY/MM/DD)</i>	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$7,897.00	\$7,897.00

BRIDGE MAINTENANCE

FFP

P.O.C.:BRIAN LINDSAY @ 570-275-9505

BUYER: GLORIA FROST @ 410-962-3534

VENDOR REP.:JAMES MANNO @ 814-776-1310

FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE INSTALLATION OF SCUPPER ANGLE EXTENSIONS PER THE ENCLOSED STATEMENT OF WORK/SPECIFICATIONS:

ATTACHMENTS:

1. STATEMENT OF WORK/SPECIFICATIONS

2. WAGE DETERMINATION DECISION NO.: 94-2451 (REV. 25) DATED MAY 27, 2004 OF THE SECRETARY OF LABOR

PURCHASE REQUEST NUMBER: W81W3G-4180-0361

NET AMT

\$7,897.00

ACRN AA Funded Amount

\$7,897.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	\$8,943.00	\$8,943.00

BRIDGE RELATED REPAIRS AT SAYERS DAM

FFP

FURNISH ALL LABOR, MATERIALS AND SUPPLIES NECESSARY TO PERFORM BRIDGE REPAIRS AT SAYERS DAM PER THE ENCLOSED STATEMENT OF WORK/SPECIFICATIONS.

PURCHASE REQUEST NUMBER: W81W3G-4180-0361

NET AMT

\$8,943.00

ACRN AB Funded Amount

\$8,943.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 23-AUG-2004 TO 25-OCT-2004	N/A	OPS DIV SUSQUEHANNA RIVER PROJ BRIAN LINDSAY 306 RAILROAD STREET 2ND FLOOR REAR DANVILLE PA 17821-0369 570-275-9505 FOB: Destination	E1R0230
0002	POP 23-AUG-2004 TO 25-OCT-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0230

ACCOUNTING AND APPROPRIATION DATA

AA:	96X31230000 082420	2500A05116027023	NA	96181
AMOUNT:	\$7,897.00			
AB:	96X31230000 082420	2500A04992001750	NA	96181
AMOUNT:	\$8,943.00			

CLAUSES INCORPORATED BY FULL TEXT

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its

intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$58,550 or more; or

(4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$175,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause4)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the

agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time

required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the

performance of such service or (2) terminate the contract for default.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR (48 CFR CHAPTER 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004)

(a) Definitions. As used in this clause--

(1) Bearing components means the bearing element, retainer, inner race, or outer race.

(2) Miniature and instrument ball bearings means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) Except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as preformed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c)(1) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as components if--

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial components manufactured in the United Kingdom.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract if the end item is bearings or bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7009-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor shall acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor shall retain records showing compliance with the restriction in paragraph (b) of this clause until 3 years after final payment and shall make the records available upon request of the Contracting Officer.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for--

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

STATEMENT OF WORK

GENERAL MAINTENANCE ITEMS AT
ALVIN R. BUSH DAM, RENOVO, PA
AND
FOSTER J. SAYERS DAM, BEECH CREEK, PA

GENERAL BID SPECIFICATIONS

SECTION B

PRICES/COSTS

The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish all labor, supervision, materials, equipment and supplies to perform general maintenance on the bridges at Alvin R. Bush Dam and Foster J. Sayers Dam in accordance with the specifications of the contract.

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
0001	Install Scupper Angle Extensions at Alvin R. Bush Dam	1	LS	\$7,897.00	\$7,897.00
0002	Bridge maintenance and guard rail installation at Foster J. Sayers Dam	1	LS	\$8943.00	\$8,943.00
Total Items				\$16,840.00	

END OF SECTION B

SECTION C

I. STATEMENT OF WORK

C.1 Statement of Work: The Contractor shall provide labor, supervision, materials, equipment and supplies to complete the following bridge-related work at Alvin R. Bush Dam, Renovo, PA, and Foster J. Sayers Dam, Beech Creek, PA.

- a. Install scupper angle extensions at Alvin R. Bush Dam to prevent ponding on the bridge beams and piers.
- b. Tighten the bearing pins at Foster. J. Sayers Dam.
- c. Replace the nuts for the anchor bolts of Bearings No. 1 and 2 at the Gate Structure at Foster J. Sayers Dam.
- d. Seal the concrete gaps between the Tower Bridge and the tower at Foster J. Sayers Dam.
- e. Replace existing cable-type guide rail with new W-beam guide rail as specified in section C.3 of this contract document.

C.1.1 Location: Alvin R. Bush Dam is located at 3848 Kettle Creek Road approximately 7 miles North of PA-120 at Westport. Foster Joseph Sayers Dam is located on Ridge Crest Drive, approximately 1.5 miles off PA-150, approximately 3 miles south of Beech Creek, in Centre County, Pennsylvania.

II. SPECIAL CONDITIONS

C.2 Site Inspections: For the benefit of prospective bidders, a site inspection is highly recommended. Please contact the Head Dam Operators – Mr. Bob Gardner at (570) 923-1800 for Alvin R. Bush Dam and Mr. Craig Eisenhower at (570) 962-2500 for Foster J. Sayers Dam – for the date and time of the pre-bid site meeting. As built drawings are available for review at the Dam Operator’s Office.

C.2.1 Commencement of Work: All work will commence within 10 calendar days after notification of Award of Bid and be completed within 60 calendar days of award date. The start date will be coordinated with the Head Dam Operator.

C.2.2 Performance of Work: The Contractor shall perform work only during normal Corps of Engineers duty hours (7:00 a.m. to 3:30 p.m., Monday through Friday, excluding national holidays). Exceptions to this condition must be coordinated with and approved in advance by the Operations Manager, Susquehanna River Project.

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current Federal, State and Local safety regulations, including Corps of Engineers Safety and Health Requirement Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirement Manual EM 385-1-1 may be found on the World Wide Web at <http://www.hq.usace.army.mil/soh/em385/current/current38511.htm>. Prior to commencement of work under this contract, the Contractor shall furnish the following for approval by the Government:

(b) Accident Prevention Plan Section I, Article 01.A.11 and Appendix A, EM 385-1-1, dated 03 Nov 03

(c) Activity Hazard Analyses Section I, Article 01.A.13, EM 385-1-1, dated 03 Nov 03

C.2.4 Accident Reporting: In the event of an accident or injury involving contractor personnel or equipment in performance of work, the Contractor shall immediately notify the Government representative by the most expedient means feasible. If instructed so, the Contractor shall complete forms furnished, and/or provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Head Dam Operator. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by the Contractor's performance.

C.2.6 Housekeeping: The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work site and premises, any rubbish, tools, equipment and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the Contracting Officer.

C.2.7 Environmental Protection: The Contractor is required to comply with all Federal, State and Local environmental regulations.

C.2.8 Permits and Licenses: The Contractor shall, at his/her own expense, obtain any license or permits required to perform the contract. The Contractor shall comply with all Federal, State and Local laws and regulations and shall comply with any subsequent changes.

C.2.9 Records and Reports: In addition to the administrative requirements dictated elsewhere in this contract, the Contractor shall complete a Daily Construction Quality Control Report form to maintain record of contract performance, accident/injury incidence, and observance of project deficiencies. Forms will be distributed at pre-work conference.

C.2.10 Superintendent: The Contractor shall act as, or provide a Superintendent who is responsible for quality control whenever the work specified herein is being performed. The Superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to the administration of the entire contract. Such authorization shall be submitted in writing to the Government representative. The Superintendent shall deal directly with the designated, for normal day-to-day administration of the contract provisions. Superintendent's (s) will be required to attend pre-work conference prior to commencing work under this contract.

C.2.11 Project Operation: Alvin R. Bush Dam and Foster J. Sayers Dam are flood control projects and the Contractor's access to the work area and the execution of the requirements specified herein shall not interfere with the daily operations of the dams or employees. It is the responsibility of the Contractor to coordinate all work with the Head Dam Operators or their assistants.

III SPECIFICATIONS

C.3 General: The Contractor shall provide all labor, equipment, tools and materials necessary for the associated bridge work at Alvin R. Bush Dam and Foster J. Sayers Dam.

C.3.1 Scupper Angle Extensions. The contractor shall install angle extensions to all scuppers located on the Spillway Bridge at Alvin R. Bush Dam. The angle extensions shall be of sufficient length to extend at least 3" past the bridge beams and piers in order to prevent water from ponding in these areas. Additionally, the angle extensions shall be fabricated of metal or other suitable material to withstand the yearly ambient temperatures without failure. The scuppers can be attached to the existing scuppers but attaching them to the structural steel or concrete is strictly prohibited.

C.3.2 Tighten Bearing Pins. Tighten the bearing pins located at the Gate Structure at Foster J. Sayers Dam.

C.3.3 Replace Anchor Nuts. Replace the nuts for the anchor bolts of Bearings No. 1 and 2 at the Gate Structure at Foster J. Sayers Dam. The nuts shall be replaced with 8307 Galvanized Standard Hex Nuts. Additionally, the contractor shall bur the post 1/4" to 1/2" above and below the nuts.

C.3.3 Seal Concrete Gaps. Seal the gap between the bridge deck and the Gatehouse at Foster J. Sayers Dam to prevent water from ponding on the bridge seat. The gap on the left-hand side is approximately 5" by 18" and 3" by 18" on the right hand side. The seal shall be a flexible material in order to allow expansion and contracting of the bridge due to changes in temperature.

C.3.4 Guide rail.

C.3.4.1 Guide rail removal. The contractor shall remove the two sections of existing cable guide rails and their posts running from the right and left tower bridge abutments to their respective tie down anchors. This is the removal of approximately 30' of cable per side. This length is only an approximate length and should not be used for bidding purposes. The contractor shall also remove the tie down anchors at the bridge abutment, then fill and patch the resulting holes.

C.3.4.2 Guide rail installation. The contractor shall install AASHTO M180, Class A, Type II W-beam guide rail according to manufacturer's specifications from the inside edge of each bridge abutment to the last post supporting the existing tie down. The contractor shall remove the bridge hazard marker signs and reinstall them. The hazard markers can be placed on a post or securely fastened to the guide rail. The new guide rail is not required to follow the same path of the existing rail but must extend past any hazardous gaps that could cause injury to pedestrians.

C.3.4.3 Guide rail miscellaneous. The contractor shall fill any holes created from the removal of the guide rail posts and subsequently re-patch the road surface with a similar material as that existing. The contractor shall also take off-site all the old, removed cable guide rail and debris from construction.

C.3.5 Schedule. The contractor shall submit a proposed work schedule to the Contracting Officer's Representative concurrently with the safety and health plans.

END OF SECTION C

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative: The authorized representative of the Contracting Officer (COR) for this acquisition contract is:

Brian Lindsay, Environmental Engineer
Susquehanna River Project
306 Railroad St., 2nd Floor Rear
Danville, PA 17821
Telephone: (570) 275-9505
Facsimile: (570) 275-9526

G.2 Submission of Invoices:

- (a) Original invoices for services performed under this contract will be submitted to:

U.S. Army Corps of Engineers
Susquehanna River Project
306 Railroad Street, 2nd Floor Rear
Danville, PA 17821

- (b) Payment will be made by:

USACE Finance Center
ATTN: EFT/Disbursing
5720 Integrity Drive
Millington, TN 38054-5005

G.3. Payment: Payment will be made at the Lump Sum Amount upon completion and acceptance of work performed. The Contractor shall submit an invoice for payment of contract services performed within five days after notification of acceptance of work. Invoice shall include the following information:

- (a) Contractor's name, mailing address and telephone number
- (b) Contract Identification Number
- (c) Date invoice is prepared
- (d) An itemized description of charges which will include:
 - (1) Project location of work
 - (2) Work period (start and ending dates)
 - (3) Actual work performed
 - (4) Invoiced amount per contract payment schedule

END OF SECTION G

WAGE DETERMINATION

WAGE DETERMINATION DECISION

OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965

(29 CFR 4) of the General Provisions:

Decision No. 94-2451 (Rev. 24) dated 27 May 2004

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF

Belmont, Harrison, Jefferson,

Tuscarawas

Pennsylvania COUNTIES OF Allegheny, Armstrong,
Beaver, Bedford, Blair, Butler, Cambria, Cameron,
Centre, Clarion, Clearfield, Clinton, Crawford, Elk,
Erie, Fayette, Forest, Fulton, Greene, Huntingdon,
Indiana, Jefferson, Lawrence, McKean, Mercer,
Potter, Somerset, Venango, Warren, Washington,
Westmoreland

WAGE DETERMINATION NO: 94-2451 REV (25) AREA: PA,PITTSBURGH

WAGE DETERMINATION NO: 94-2451 REV (25) AREA: PA,PITTSBURGH

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2451

William W.Gross

Division of

Revision No.: 25

Director

Wage Determinations|

Date Of Last Revision: 05/27/2004

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas

Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler,

Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie,

Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset,

Venango, Warren, Washington, Westmoreland

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.00
01012 - Accounting Clerk II	12.04
01013 - Accounting Clerk III	14.97
01014 - Accounting Clerk IV	20.33
01030 - Court Reporter	16.16
01050 - Dispatcher, Motor Vehicle	13.01
01060 - Document Preparation Clerk	11.66
01070 - Messenger (Courier)	9.61
01090 - Duplicating Machine Operator	10.49
01110 - Film/Tape Librarian	12.05
01115 - General Clerk I	8.54
01116 - General Clerk II	9.53
01117 - General Clerk III	11.76
01118 - General Clerk IV	13.35
01120 - Housing Referral Assistant	17.32
01131 - Key Entry Operator I	9.14
01132 - Key Entry Operator II	11.13
01191 - Order Clerk I	11.97
01192 - Order Clerk II	14.31
01261 - Personnel Assistant (Employment) I	12.42
01262 - Personnel Assistant (Employment) II	13.84
01263 - Personnel Assistant (Employment) III	14.49
01264 - Personnel Assistant (Employment) IV	17.92
01270 - Production Control Clerk	16.67
01290 - Rental Clerk	12.05
01300 - Scheduler, Maintenance	13.74
01311 - Secretary I	13.74
01312 - Secretary II	15.20
01313 - Secretary III	17.32
01314 - Secretary IV	19.23
01315 - Secretary V	21.35

01320 - Service Order Dispatcher	13.26
01341 - Stenographer I	12.79
01342 - Stenographer II	14.30
01400 - Supply Technician	19.23
01420 - Survey Worker (Interviewer)	11.51
01460 - Switchboard Operator-Receptionist	9.80
01510 - Test Examiner	14.23
01520 - Test Proctor	14.23
01531 - Travel Clerk I	10.17
01532 - Travel Clerk II	10.90
01533 - Travel Clerk III	11.71
01611 - Word Processor I	11.61
01612 - Word Processor II	15.43
01613 - Word Processor III	16.54
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.74
03041 - Computer Operator I	12.74
03042 - Computer Operator II	13.99
03043 - Computer Operator III	18.29
03044 - Computer Operator IV	20.32
03045 - Computer Operator V	22.49
03071 - Computer Programmer I (1)	19.92
03072 - Computer Programmer II (1)	22.65
03073 - Computer Programmer III (1)	27.18
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	21.53
03102 - Computer Systems Analyst II (1)	27.48
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.96
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.80
05010 - Automotive Glass Installer	15.60
05040 - Automotive Worker	15.60
05070 - Electrician, Automotive	16.22
05100 - Mobile Equipment Servicer	14.46
05130 - Motor Equipment Metal Mechanic	16.80
05160 - Motor Equipment Metal Worker	15.60
05190 - Motor Vehicle Mechanic	17.06
05220 - Motor Vehicle Mechanic Helper	13.89
05250 - Motor Vehicle Upholstery Worker	15.03
05280 - Motor Vehicle Wrecker	15.60
05310 - Painter, Automotive	16.22
05340 - Radiator Repair Specialist	15.60
05370 - Tire Repairer	13.96
05400 - Transmission Repair Specialist	16.80
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.61
07010 - Baker	10.98
07041 - Cook I	10.16
07042 - Cook II	10.98
07070 - Dishwasher	8.33
07130 - Meat Cutter	11.08
07250 - Waiter/Waitress	8.86
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.22
09040 - Furniture Handler	12.62
09070 - Furniture Refinisher	16.22
09100 - Furniture Refinisher Helper	13.89
09110 - Furniture Repairer, Minor	15.03
09130 - Upholsterer	16.22

11030 - General Services and Support Occupations		
11030 - Cleaner, Vehicles	8.44	
11060 - Elevator Operator	11.02	
11090 - Gardener	11.01	
11121 - House Keeping Aid I	9.27	
11122 - House Keeping Aid II	9.94	
11150 - Janitor	12.12	
11210 - Laborer, Grounds Maintenance	9.60	
11240 - Maid or Houseman	9.27	
11270 - Pest Controller	12.21	
11300 - Refuse Collector	12.12	
11330 - Tractor Operator	10.60	
11360 - Window Cleaner	12.89	
12000 - Health Occupations		
12020 - Dental Assistant	10.93	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.02	
12071 - Licensed Practical Nurse I	12.06	
12072 - Licensed Practical Nurse II	13.55	
12073 - Licensed Practical Nurse III	15.15	
12100 - Medical Assistant	10.66	
12130 - Medical Laboratory Technician	14.22	
12160 - Medical Record Clerk	11.24	
12190 - Medical Record Technician	13.57	
12221 - Nursing Assistant I	8.03	
12222 - Nursing Assistant II	9.03	
12223 - Nursing Assistant III	9.85	
12224 - Nursing Assistant IV	11.05	
12250 - Pharmacy Technician	12.19	
12280 - Phlebotomist	12.93	
12311 - Registered Nurse I	19.83	
12312 - Registered Nurse II	22.11	
12313 - Registered Nurse II, Specialist	22.11	
12314 - Registered Nurse III	27.91	
12315 - Registered Nurse III, Anesthetist	27.94	
12316 - Registered Nurse IV	29.41	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	16.81	
13011 - Exhibits Specialist I	20.46	
13012 - Exhibits Specialist II	26.07	
13013 - Exhibits Specialist III	28.16	
13041 - Illustrator I	17.66	
13042 - Illustrator II	22.51	
13043 - Illustrator III	24.32	
13047 - Librarian	24.58	
13050 - Library Technician	13.89	
13071 - Photographer I	13.80	
13072 - Photographer II	16.58	
13073 - Photographer III	21.13	
13074 - Photographer IV	22.83	
13075 - Photographer V	27.60	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.25	
15030 - Counter Attendant	8.25	
15040 - Dry Cleaner	10.11	
15070 - Finisher, Flatwork, Machine	8.25	
15090 - Presser, Hand	8.25	
15100 - Presser, Machine, Drycleaning	8.25	
15130 - Presser, Machine, Shirts	8.25	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.25	
15190 - Sewing Machine Operator	10.80	

15220 - Tailor	11.48	
15250 - Washer, Machine	8.94	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)		16.21
19040 - Tool and Die Maker	22.76	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator		16.62
21020 - Material Coordinator	16.89	
21030 - Material Expediter	16.89	
21040 - Material Handling Laborer	16.45	
21050 - Order Filler	13.89	
21071 - Forklift Operator	13.92	
21080 - Production Line Worker (Food Processing)		14.60
21100 - Shipping/Receiving Clerk	13.72	
21130 - Shipping Packer	13.72	
21140 - Store Worker I	11.08	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		14.06
21210 - Tools and Parts Attendant	13.61	
21400 - Warehouse Specialist	13.92	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	18.71	
23040 - Aircraft Mechanic Helper	14.78	
23050 - Aircraft Quality Control Inspector	19.32	
23060 - Aircraft Servicer	16.37	
23070 - Aircraft Worker	17.25	
23100 - Appliance Mechanic	16.73	
23120 - Bicycle Repairer	13.96	
23125 - Cable Splicer	21.69	
23130 - Carpenter, Maintenance	17.47	
23140 - Carpet Layer	17.94	
23160 - Electrician, Maintenance	20.74	
23181 - Electronics Technician, Maintenance I		18.40
23182 - Electronics Technician, Maintenance II		21.70
23183 - Electronics Technician, Maintenance III		23.74
23260 - Fabric Worker	15.03	
23290 - Fire Alarm System Mechanic	17.58	
23310 - Fire Extinguisher Repairer	15.55	
23340 - Fuel Distribution System Mechanic	19.32	
23370 - General Maintenance Worker	15.60	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		17.24
23430 - Heavy Equipment Mechanic	16.97	
23440 - Heavy Equipment Operator	18.48	
23460 - Instrument Mechanic	19.10	
23470 - Laborer	13.37	
23500 - Locksmith	18.41	
23530 - Machinery Maintenance Mechanic		18.66
23550 - Machinist, Maintenance	18.41	
23580 - Maintenance Trades Helper	13.89	
23640 - Millwright	18.76	
23700 - Office Appliance Repairer	18.41	
23740 - Painter, Aircraft	17.26	
23760 - Painter, Maintenance	18.40	
23790 - Pipefitter, Maintenance	22.74	
23800 - Plumber, Maintenance	18.65	
23820 - Pneudraulic Systems Mechanic	19.10	
23850 - Rigger	19.10	
23870 - Scale Mechanic	17.48	
23890 - Sheet-Metal Worker, Maintenance		18.88
23910 - Small Engine Mechanic	15.60	
23930 - Telecommunication Mechanic I	17.36	

23931 - Telecommunication Mechanic II	17.83	
23950 - Telephone Lineman	17.58	
23960 - Welder, Combination, Maintenance	16.81	
23965 - Well Driller	16.80	
23970 - Woodcraft Worker	16.80	
23980 - Woodworker	14.45	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.40	
24580 - Child Care Center Clerk	8.86	
24600 - Chore Aid	8.92	
24630 - Homemaker	10.89	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	20.78	
25040 - Sewage Plant Operator	18.37	
25070 - Stationary Engineer	20.78	
25190 - Ventilation Equipment Tender	15.28	
25210 - Water Treatment Plant Operator	17.84	
27000 - Protective Service Occupations		
(not set) - Police Officer	22.56	
27004 - Alarm Monitor	13.53	
27006 - Corrections Officer	19.31	
27010 - Court Security Officer	19.98	
27040 - Detention Officer	19.31	
27070 - Firefighter	19.87	
27101 - Guard I	8.48	
27102 - Guard II	13.74	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	16.21	
28020 - Hatch Tender	16.21	
28030 - Line Handler	16.21	
28040 - Stevedore I	15.30	
28050 - Stevedore II	16.52	
29000 - Technical Occupations		
21150 - Graphic Artist	18.69	
29010 - Air Traffic Control Specialist, Center (2)	29.33	
29011 - Air Traffic Control Specialist, Station (2)	20.22	
29012 - Air Traffic Control Specialist, Terminal (2)	22.27	
29023 - Archeological Technician I	14.84	
29024 - Archeological Technician II	16.62	
29025 - Archeological Technician III	20.55	
29030 - Cartographic Technician	22.35	
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.32	
29040 - Civil Engineering Technician	20.74	
29061 - Drafter I	12.82	
29062 - Drafter II	16.27	
29063 - Drafter III	19.55	
29064 - Drafter IV	25.09	
29081 - Engineering Technician I	16.06	
29082 - Engineering Technician II	18.06	
29083 - Engineering Technician III	20.98	
29084 - Engineering Technician IV	24.00	
29085 - Engineering Technician V	27.48	
29086 - Engineering Technician VI	33.22	
29090 - Environmental Technician	17.43	
29100 - Flight Simulator/Instructor (Pilot)	27.48	
29160 - Instructor	22.54	
29210 - Laboratory Technician	18.37	
29240 - Mathematical Technician	25.09	
29361 - Paralegal/Legal Assistant I	14.45	
29362 - Paralegal/Legal Assistant II	18.81	

29363 - Paralegal/Legal Assistant III	22.27	
29364 - Paralegal/Legal Assistant IV	22.93	
29390 - Photooptics Technician	22.06	
29480 - Technical Writer	21.39	
29491 - Unexploded Ordnance (UXO) Technician I		18.64
29492 - Unexploded Ordnance (UXO) Technician II		22.55
29493 - Unexploded Ordnance (UXO) Technician III		27.03
29494 - Unexploded (UXO) Safety Escort		18.64
29495 - Unexploded (UXO) Sweep Personnel		18.64
29620 - Weather Observer, Senior (3)	21.00	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		20.06
29622 - Weather Observer, Upper Air (3)	20.06	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	17.12	
31260 - Parking and Lot Attendant		9.00
31290 - Shuttle Bus Driver	14.50	
31300 - Taxi Driver	9.93	
31361 - Truckdriver, Light Truck		13.63
31362 - Truckdriver, Medium Truck		15.88
31363 - Truckdriver, Heavy Truck		16.28
31364 - Truckdriver, Tractor-Trailer		16.61
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	9.38	
99030 - Cashier	7.45	
99041 - Carnival Equipment Operator		9.78
99042 - Carnival Equipment Repairer		10.16
99043 - Carnival Worker	8.33	
99050 - Desk Clerk	7.70	
99095 - Embalmer		18.64
99300 - Lifeguard	8.91	
99310 - Mortician	19.44	
99350 - Park Attendant (Aide)	11.19	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		8.91
99500 - Recreation Specialist	12.61	
99510 - Recycling Worker	14.23	
99610 - Sales Clerk	8.87	
99620 - School Crossing Guard (Crosswalk Attendant)		8.33
99630 - Sport Official	7.74	
99658 - Survey Party Chief (Chief of Party)	14.32	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		13.01
99660 - Surveying Aide	8.53	
99690 - Swimming Pool Operator	15.10	
99720 - Vending Machine Attendant	13.41	
99730 - Vending Machine Repairer	15.10	
99740 - Vending Machine Repairer Helper	13.41	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the

present contractor or successor, wherever employed, and with the predecessor

contractors in the performance of similar work at the same Federal facility. (Reg.

29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative,

or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a

regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the

“Service Contract Act Directory of Occupations,” Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 ©(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency’s recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the “Service Contract Act Directory of Occupations” (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.